



PATTERSON DENTAL

CUSTOMER ORDER

ID:

Name: Oklahoma City - Bob Conrad Event Dr. _____

Address: 7508 Broadway Ext.

Oklahoma City, OK 73116

Phone: (405) 767-3400

Fax: () -

Branch: OKLAHOMA CITY BRANCH

Proposed By: Matt Stephenson

Rep Phone#: (405) 767-3400

Rep Cell Phone#: (405) 412-0994

Date Proposed: 9/27/2007

Approx. Install Date:

Expiration Date:

Mfr	Mfr#	Description	Qty	Retail Price	Sell Price	Total
SIRONA	58 51 055	CEREC 3 Acquisition Unit	1	43,995.00	43,995.00	43,995.00
SIRONA	60 92 162	CEREC MC XL Milling Unit	1	59,000.00	59,000.00	59,000.00

Note: (\$2000.00) Patterson Merchandise Credit to purchase CEREC Accessories
 (\$1525.00) Basic Training (1) Doctor (1) Staff Member --- INCLUDED at No Charge
 (\$1000.00) Advanced Training Certificate
 (\$500) Patterson Merchandise Credit to offset travel for training
 (\$995) One year FREE Membership in www.CERECDoctors.com
 45 FREE Milling Blocks (15each from Ivoclar,Vita &Sirona)
 CEREC Marketing Kit
 Dedicated CEREC Phone and remote Support
 All-inclusive 2-year parts & labor warranty

Subtotal:	\$102,995.00
Estimated Sales Tax(8.5000%):	\$8,754.58
Freight/Misc Charges:	\$850.00
Total Investment:	\$112,599.58
Less Downpayment:	\$0.00
Net Investment:	\$112,599.58

0113

Exhibit 1, page 1


CEREC Return Policy: In the event of return, the purchaser will be responsible for the cost of the basic tooling and installation kit valued at \$4,000. Additionally, purchaser will be responsible for the depreciation of the equipment, calculated at two (2) per cent of the original purchase price per month.

Sales tax is an estimate. Actual sales tax charged on invoice will depend upon state and local laws. The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. Customer's order will not be binding on Patterson Dental Supply, Inc. ("Patterson") unless and until Patterson accepts the order by signing below.

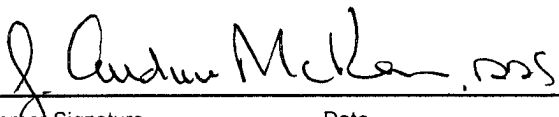
By signing below, Customer contracts for, and Patterson agrees to furnish, the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

Schedules

- ☒ General Terms and Conditions
- ☒ Equipment



 Patterson Representative



 Customer Signature Date

0100

Exhibit 1, page 2

GENERAL TERMS AND CONDITIONS

1. **Order.** Customer hereby authorizes Patterson to order and deliver the products described in the Order. Customer may cancel this order only with the written consent of Patterson and the payment of reasonable and proper cancellation charges.
2. **Payment.** Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer elects to accept partial delivery, payment will be made in the same manner. If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount. Customer agrees to pay all fees, charges, assessments, and taxes of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.
3. **Business Purpose.** Customer will use all products ordered from Patterson solely in the operation of Customer's business and not for personal, household, or family purposes.
4. **Force Majeure.** Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.
5. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
6. **Governing Law.** This Agreement shall be governed by the laws of the state of Minnesota.
7. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, OR FOR ANY CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.
8. **Miscellaneous.** This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

015

EQUIPMENT

1. **Risk of Loss; Acceptance; Returns.** Risk of loss to the equipment described in the Order (the "Equipment") passes to Customer upon delivery to Customer. Customer is deemed to accept any Equipment it does not reject by written notice to Patterson and the carrier, if any, within ten (10) days after the Equipment is delivered to Customer. Customer may otherwise return Equipment to Patterson only with Patterson's prior written authorization.
2. **Preparation of Site.** Customer is responsible for all costs of labor, parts and material relating to plumbing, electrical, carpentry, or flooring work, disconnecting or reconnecting old equipment, moving old equipment, voice and data cabling, and all other site preparation costs. Customer is responsible for all costs of parts and material that are not Equipment and are required to install the Equipment. Customer assumes responsibility for work performed by persons other than employees of Patterson.
3. **Equipment Compatibility.** Patterson disclaims any responsibility for any computer hardware or other equipment now or later owned by Customer, including but not limited to whether such computer hardware or other equipment is compatible with any other hardware, software or other products purchased from Patterson. Customer is solely responsible for upgrading or replacing any such equipment to ensure its compatibility with any hardware, software or other products purchased from Patterson.
4. **Limited Warranty.**
 - (a) **Computer Equipment.** Patterson warrants that all computer Equipment other than consumable goods is free of material defects in materials and workmanship for 12 months from the date of purchase, and that consumable goods such as backup media, print and toner cartridges are free from such defects for one month from the date of purchase. "Computer Equipment" means all central processing units and peripheral computer equipment attached to a central processing unit and does not include software. This warranty extends only to the original purchaser, is not transferable, and does not apply to any Equipment sold as used. This warranty is void if the computer Equipment has been damaged by misuse, including accidental damage, by failure to maintain in accordance with Patterson's recommendations, or as the result of service or modification by anyone other than a service center authorized by Patterson, or, in the case of a CAESY Edge Server, if the seal on the CAESY Edge Server is broken. Patterson or a service center authorized by Patterson will use reasonable efforts to repair or replace, at its option and expense, any computer Equipment that proves during the warranty period to be defective, provided Customer gives Patterson written notice of the defect during the warranty period. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY IS REPAIR OR REPLACEMENT, AT PATTERSON'S OPTION.
 - (b) **Extended Warranty.** If Customer purchases a separate warranty plan made available by Patterson for computer Equipment (a "Plan"), Customer will have the additional benefits described in such Plan.
 - (c) **Dental Equipment.** With respect to Equipment other than computer Equipment, for 90 days following installation Patterson will without a labor charge make reasonable efforts to repair Equipment that fails to operate properly, except when the failure is caused by misuse, including accidental damage, or by failure to maintain in accordance with Patterson's recommendations, or when the Equipment has been repaired or serviced by anyone other than authorized personnel of Patterson.
 - (d) **THE FOREGOING CONSTITUTES THE SOLE OBLIGATION OF PATTERSON WITH RESPECT TO THE EQUIPMENT.**
Except as may be required under a Plan purchased by Customer, Patterson shall have no responsibility for upgrading or repairing any computer Equipment, and any cost or charge to Customer for the replacement of Equipment or parts shall be governed solely by the terms of the manufacturer's warranties, if any.
5. **Disclaimer of Warranty.** EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, PATTERSON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY CUSTOMER OF ANY WARRANTY WHICH MAY BE PROVIDED BY THE THIRD PARTY MANUFACTURER OF ANY EQUIPMENT, BUT CUSTOMER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT SHALL BE AGAINST SUCH THIRD PARTY MANUFACTURER.
6. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE OR FOR LOSS OF DATA HOWEVER CAUSED, AND WHETHER OR NOT PREVENTED BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.
7. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATING TO EQUIPMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID TO PATTERSON UNDER THIS AGREEMENT FOR SUCH EQUIPMENT.
8. **Back-up Devices.** Customer is responsible for ensuring that its data is accurately and regularly backed up.

0166

Oklahoma City - Bob Conrad Event Dr.____
7508 Broadway Ext.

Oklahoma City, OK 73116

Re: Equipment Order:

Thank you for choosing Patterson Dental Supply for your equipment purchase. We will make every effort to assure on-time delivery and a smooth, quality installation. It is a pleasure to offer you the following payment options for your review.

Patterson Financial Services offers convenient fixed-rate installment finance plans. You may finance 100% of your purchase. There are no points to pay, nor application fees, and only a minimal filing fee for state/county recording. There is no penalty for early termination.

All we require to start the application process is your name and Social Security Number. Once approved, you are guaranteed the current fixed rates for 90 days from the time of credit approval.

Finance charges are calculated based on the Daily Simple Interest method. You will receive a monthly statement from Patterson for your payment remittance. (If you have multiple contracts, they will appear on one statement. You will not receive a separate statement for each contract). Please note: We cannot accept credit card payments on Patterson Installment Contracts.

Patterson Plus Silver and Patterson Plus Gold customers may be eligible for an equipment finance rebate (not available on EagleSoft or CAESY financing). See Patterson Plus rules or your Patterson representative for program details.

We are also able to offer leasing, project financing, and working capital through our vender finance partner, HPSC, Inc. If you are interested in leasing, or require remodeling funding or working capital, please let us know, and we will submit that information to HPSC, Inc.

By initialing this letter you hereby authorize your bank or banks and other creditors to release credit information concerning your checking and borrowing accounts to Patterson Dental Supply, Inc. and/or its subsidiaries or assignee.

If you have any questions, or need more information, please feel free to contact me, or call Patterson Financial Services, at 1-800-328-5536, ext. 1736.

Sincerely,

Matt Stephenson

Phone: (405) 767-3400

Cell: (405) 412-0994

0107